

Max Burrows
 Keith Gibson
 Ron Montgomery
 Earl B. Mix, Jr
 Patsel Meadows
 Chris Cunningham
 Michael S. Paul
 Alfred Ferrara
 Jack Hendricks
 Rex Story
 Frank Noverr
 Laurie Peterson
 Frank Osolnick
 Robert Burnette
 Terry Shannon
 Bonnie Jerpbak
 Judy Brandabur
 Dan Perti
 Gerry Screven
 Richard Ballantine
 Bob Houser
 John Sampson
 Boyd Jones
 Tom Feist
 Ron Kaufman
 Betty Jo Tompkins
 Marlow Lindblom
 Bert Holtan
 Bob Jones
 Larry Spring
 Ralph Gordon
 Janet Vincenzo
 Richard O'Neal
 Charles Evans
 Rex Peters
 James Hail
 William Hanson
 Jeff Devin
 Jules Kramer
 Richard Watson
 Keith Baker
 George Frye
 Sam Pogue
 Mark Davis
 Marty Cicatello
 James Olson
 Paul Whitney
 Bijan Khalili
 Alan Thiessen
 David Stratford
 Steve Lambert
 Ronald Larson
 Douglas MacGregor
 Dave Brown
 Vickie Brown
 Jack Hendricks

Burrows Publishing dba Area Wide
 Carolina Publishing Co
 CCC Directory Publishers
 Centennial Media Corp
 Champion Directories Inc
 Coastal Publishing of the Carolinas Inc
 College Directory Publishing Inc
 Command Affiliates Inc
 Community Directory Co
 Community Directory of N. Carolina
 Community Directory Publishing Services
 Community Telephone Dir of Florida
 Community Yellow Pages
 Complete Phone Book, The
 Consolidated Directories Inc-LA
 County Business Directories Inc
 County-Wide Directories Inc
 DataNational
 Direct Media Corp
 Directory Plus
 Ddie Directory Co.
 Far West Publishers
 FDC Publishing of the Midwest
 Feist Publications Inc
 Florida Directory Publishing
 Florida Media Services Inc
 Fronteer Directory Co Inc
 Fronteer Directory Co of MN Inc
 Frontier Directory Co of NE Inc
 Golden Triangle Tel Directory
 Gordon Publications
 Great Lakes Telephone Directories Corp.
 Great Western Directories Inc
 Gulf States Directory Co
 Gulfstream Publishing Inc
 Hagadone Directories Inc
 Hanson Directory Service Inc
 Hispanic Yellow Pages Inc
 Home Owners Guide of FL Inc
 Home Town Directories Inc
 Impact Directories, Inc
 Independent Directory Service
 Independent Telephone Directory Co Inc
 Island Directory Co Inc
 I T D Publishers, Inc.
 J & J Marketing Services
 Japan Publicity
 Ketab Corp.
 Key Marketing
 Kiwi Publishing Co Inc
 Lambert Publishing
 Larson Directories
 MacGregor Publishing Co
 Main Street Directories Inc
 Metropolitan Publishing Co Inc
 Miracle Strip Enterprises Inc

Carrollton	TX	214-242-0225
Salisbury	NC	704-639-0161
Concord	CA	510-356-2790
Englewood	CO	303-220-9500
Norwalk	OH	419-668-1280
Beaufort	SC	803-522-8887
Conshohocken	PA	610-940-1515
Chesapeake	VA	804-424-4200
Bonita Beach	FL	616-673-2141
Wilmington	NC	910-798-2644
Traverse City	MI	616-946-7650
New Port Richey	FL	813-847-6263
Metuchen	NJ	908-755-9595
Ormond Beach	FL	904-672-1000
Lake Charles	LA	318-477-7283
Chagrin Falls	OH	216-247-4353
West Carrollton	OH	513-859-4613
Chantilly	VA	703-818-0120
Brunswick	GA	912-262-6900
Durango	CO	970-259-6500
Vicksburg	MS	601-638-6687
Costa Mesa	CA	714-725-0742
Columbus	NE	402-564-7045
Spearsville	KS	316-385-2612
Sarasota	FL	813-923-9121
Brandon	FL	813-689-1588
Bismarck	ND	701-258-4970
Brainerd	MN	218-828-4711
Columbus	NE	402-563-1458
Beaumont	TX	409-899-1299
Dallas	TX	214-248-8196
Avon Lake	OH	216-933-3326
Amarillo	TX	806-353-5155
Jackson	MS	601-362-3558
Kill Devil Hills	NC	919-480-2787
Coeur D'Alene	ID	208-667-8744
Newton	IA	515-792-2855
Tampa	FL	813-886-4787
Sunrise	FL	305-572-1771
Tulsa	OK	918-437-0722
Manchester	MO	314-227-8060
Rocky Mount	VA	703-483-1221
Rockwall	TX	903-455-0808
Honolulu	HI	808-396-8677
Williamsville	NY	716-634-7880
Albany	NY	518-452-0994
Gardenia	CA	310-515-7100
Van Nuys	CA	818-908-0808
Santa Maria	CA	805-922-2321
St George	UT	801-628-6286
Macon	GA	912-788-5416
Cape Coral	FL	941-549-1119
Mt Vernon	WA	360-336-6171
Athens	GA	706-546-6346
Tomball	TX	713-351-6933
Allegan	MI	616-673-2141

Cecil J North, Jr	MICA Inc dba The Guide	Purdys	NY	914-277-8230
Mike Needles	Michigan Community Directory	Howell	MI	810-632-6810
Darrell Kramer	Midwest Directories Inc	Beloit	WI	608-362-2672
Ron Shock	New York Times Regional Newspaper	Atlanta	GA	404-262-5646
John Richards	NTD Publishing Inc	Seattle	WA	206-937-5550
Charlie Russo	Northeastern Publishing	Norfolk	MA	508-520-1133
Randy Jackson	Northern Directory Publishing Inc	Great Falls	MT	406-761-5234
Michael Christman	Ogden Directories, Inc	Parkersburg	WV	304-485-1891
Randy McMillen	Orange Line Directory Inc	Westlake	OH	216-899-4900
John Woodall	Pacific Coast Publishing Inc	Tacoma	WA	800-826-4089
Alice Iskra	Patuxent Publishing Co	Laurel	MD	301-725-2005
Virgil Junio	Phil-American Publishing Co.	Los Angeles	CA	213-258-2704
Marc Bingham	Phone Directories Co	Orem	UT	801-225-0801
Paul Ledbury	Pinnacle Publishing	Bemidji	MN	218-586-3104
Gary Brewer	Prairie Publishing Co Inc	Wichita	KS	316-688-6095
Bonnie McKean	Renaissance West Yellow Pages	Alameda	CA	510-337-8610
Bonnie Shaw	Shaw Publications Inc	Carrollton	OH	216-627-3938
Richard Tidovsky	South Louisiana Advertising & Pub.	Gonzales	LA	504-647-8555
Don Stewart	Southeast Directory Co Inc	Knoxville	TN	615-671-2600
Augie Vasha	Southern Directory Co Inc	Huntsville	AL	205-882-3552
Jack Burchfield	Southern Directory Company-TX	Houston	TX	713-240-2020
Wilson Sims	Southern Directory Publishing	Forsyth	GA	912-994-4636
Scott Duncan	Southern Platte County YP	Kansas City	MO	816-746-4400
Dave Mallory	Southwestern Consolidated Directory Co	Livingston	TX	409-327-2444
Wallace Downey	Southwestern Information Publishing	Irving	TX	214-929-0404
Michael Rossman	Spanish Publishing & Advertising Inc	Cambridge	MA	800-572-1761
Pat Corniskey	St. Bernard/Tri-Parish Telephone Dir	Chalmette	LA	504-271-2170
Richard Platt	Sturgis Journal	Sturgis	MI	616-651-5407
Wanda Page	Suburban Telephone Directory Service	Dallas	TX	214-943-3444
Dale Engberson	Target Directories of MI Inc	Manitou Beach	MI	517-467-4811
Rodney B Ryan	Telbook LTD	Southampton	NY	516-283-7075
Arthur Christoffersen	Telecom*USA Publishing Co	Cedar Rapids	IA	319-366-1100
James Vining	Telephone Directory of Texas Inc	Jacksonville	TX	903-586-2987
Edward McNelis	Texas Directories Co	Corpus Christi	TX	512-729-0042
Stephen Stabile	The Local Phone Guide Inc	Lynnfield	MA	617-599-7770
Pat O'Neil	U S South Directories	Austin	TX	512-454-6464
Joel Ramsey	United Directory Services Inc	Bedford	TX	817-284-4499
Ron Montgomery	United Publishers Corp	El Segundo	CA	310-647-1500
A P Cook III	Universal Phonebooks	Jackson	MI	517-782-4500
Tracey Flemming	University Directories	Chapel Hill	NC	800-743-5556
Burel Schnaberg	USA Western Directories Inc	Greenwood Vill.	CO	303-779-4511
Juan Vega	Vega & Associates	McLean	VA	703-903-9779
Janet West Miller	West Directories Inc	Houston	TX	716-875-9100
Richard Lewis	White Directory Publishers, Inc	Buffalo	NY	716-875-9100
Dan Wylie	Wylie/Fox Publications	Santa Rosa	CA	707-576-7555
Don Bass	Woodward Publications Inc	Lawrence	KS	505-856-1084
Joseph Walsh	Yellow Book Co Inc	Rockville Centre	NY	516-763-2106
Thomas Levien	Yellow Page of PA Inc	Huntingdon Vly	PA	215-938-0600
Harry Dubbs	Yellow Page One	Mt Prospect	IL	708-439-8300

EXHIBIT 3



United States
of America

Congressional Record

PROCEEDINGS AND DEBATES OF THE 104th CONGRESS, SECOND SESSION

Vol.

WASHINGTON, THURSDAY, FEBRUARY 6, 1996

House of Representatives

REPORTS OF COMMITTEE

SPEECH OF

HON. BILL PAXON

OF NEW YORK

IN THE HOUSE OF REPRESENTATIVES

Thursday, February 1, 1996

Mr. PAXON. Mr. Speaker, I want to address section 702 of the conference report that adds a new section 222(e) to the Communications Act which would require that subscriber list information be provided to independent telephone directory publishers on nondiscriminatory and reasonable rates, terms, and conditions. This is a simple requirement to protect an area of telecommunications where there has been competition for more than a decade, but where service providers have used pricing and other terms to try to limit that competition. Now we are prohibiting such anticompetitive behavior.

This provision is one of those covered by section 257 of the conference report that requires that the FCC make rules that identify and remove barriers to entry for companies involved with providing telephone and information services.

Since the FCC will soon be considering how to interpret the language in section 222(e) to prevent future problems with the sale of subscriber list information to independent publishers, I would like to emphasize one key point. I have consistently sought to assure that in determining what constitutes a reasonable rate under this bill, the most significant factor should be the incremental cost of delivering that listing to the requesting party.

I appreciate this opportunity to clarify this important provision.

EXHIBIT 4



United States
of America

Congressional Record

PROCEEDINGS AND DEBATES OF THE 104th CONGRESS, SECOND SESSION

Vol. 142

WASHINGTON, THURSDAY, FEBRUARY 1, 1996

No. 14

House of Representatives

CONFERENCE REPORT ON S. 652, TELECOMMUNICATIONS ACT OF 1996

(Mr. BARTON of Texas asked and was given permission to revise and extend his remarks.)

Mr. BARTON of Texas. Mr. Speaker, I want to also express my support to the leadership on both sides of the aisle that have pushed this legislation. Special thanks to my good friend, JACK FIELDS, who is retiring at the end of this session and this is going to be his legacy. He gets triple gold stars for his work.

I want to give a special thought on the local control of the right-of-way. The gentleman from Michigan, Mr. STUPAK, and myself and Senator HUTCHISON in the Senate have worked on that. I had a phone conversation with the president of the League of Mayors this morning, the gentleman from Knoxville, TN. They are supporting the bill.

I would urge all Members who have had some concerns expressed by their mayors to be supportive. We have worked out language in the bill and in the conference report that gives cities absolute guarantees to control their right-of-way and to charge fair and reasonable nondiscriminatory pricing for the use of that right-of-way.

This is a good piece of work, it is comprehensive, it is revolutionary. As my good friend, the gentleman from Virginia [Mr. BOUCHER], said, this

opens up seamless interactive communications for all Americans, and I would urge an "aye" vote on the bill.

Mr. Speaker, section 702 of the bill adds a new section 222(e) to the Communications Act which would prohibit any provider of local telephone service from charging discriminatory and/or unreasonable rates, or setting discriminatory and/or unreasonable terms or conditions, for independent directory publishers buying subscriber list information.

Subscriber list information is essential to publishing directories. Carriers that charge excessive prices or set unfair conditions on listing sales deprive consumers and advertisers of cheaper, more innovative, more helpful directory alternatives.

Under section 257 of the bill, within 15 months from the date of enactment, the FCC is to undertake rulemakings to identify and remove barriers to entry for small businesses involved with telecommunications and information services. Clearly, the requirements of section 702 with respect to subscriber list information fall within this rulemaking requirement.

As the FCC determines what constitutes a "reasonable" price for listings, it seems clear that the most significant factor in that determination should be the actual, or incremental cost of providing the listing to the independent publisher. This approach assures that providers get back what it actually costs them to deliver the listings to a publisher without being allowed to "load" the price with unrelated costs and cross-subsidies.

EXHIBIT 5

June 24, 1996

TO: Bill Hammack, Chairman
ADP Legal Affairs Committee

FROM: Dolores Wagner
White Directory Publishers, Inc.

Dear Bill:

In response to inquiries regarding the requests that we've made of ~~both AllTel and GTE for listing information and updates~~, I'm afraid the results to date are disappointing and frustrating.

On March 25th, I wrote to our regular contact Darlene Kutterna at AllTel's listing management office, in Erie, Pa. and asked that she advise us immediately (by April 9th) on the availability of listing updates, the price, available media etc. No reply has been received to that letter. On April 17th, I wrote to Ken Beach, Pres. of AllTel Publishing Corp. in Hudson, Ohio. I enclosed a copy of the letter previously sent to Kutterna, pointing out that perhaps I should have directed the request to him. I asked that he provide us with the information that we needed by May 6th. Inasmuch as both of my letters have gone unanswered, I now have no choice but to place this in the hands of our attorneys.

GTE is a different matter. On March 25th I sent the same type of letter to GTE that I had sent to Alltel. They replied, from their National Directory Center in Warsaw, Va. that "we will be providing an update service. All pricing, formats, etc. are currently being developed by GTE's Headquarters Operation. We are unable to say at this time when all matters will be resolved but we do expect resolution very shortly." That response was dated March 29th. I have had numerous conversations since with Linda Whitehead, in that office, who each time indicates that it should only be a little longer until they resolve things.

Unfortunately, we have been backed into a corner by these delays and in order to produce our Erie, Pa directory on time have had to order a full file retrieval twice for Erie. once at the beginning of July (to update the business accounts) and the second at our normal time in Sept. Because this doubles our cost for the listings, we requested that GTE sell us the business listings only in July. Ms Whitehead advised that GTE had made the decision not to sell only business or only residential listings. Ms. Whitehead also stated that while GTE has every intention of meeting the requirements of the Telecommunications Act, that is all that they intend to do and nothing more. I asked who else I might speak with on the matter and she referred me to Allan Peters.

On June 14th I was finally able to reach Allan Peters. He is the Group Product Manager for GTE Telephone Operations, in Irving, Texas. Mr. Peters was not able to offer any better idea of when their new "update products" would be available except to indicate that it would likely be sometime this fall. I explained the problem we had with Erie, and again asked that under the circumstances they sell us the

business listings only in July. He said "we do not offer a business only product". I advised him that Ms. Whitehead had already told me of that decision, however inasmuch as they were not willing to provide updates we did not feel that we should be charged over \$27,000. for residential listings that we had no intention of using in order to update our business listings. Finally, Mr. Peters agreed to consider that perhaps they might sell us the full file retrieval in July at the cost of the business listings only (about \$7,145) instead of the price of a full file (about \$34,965.). He asked that I make the request in writing as there were others he would need to consult with. I sent the request on June 17th (copy attached) asking for a decision by June 26th.

If any additional information is needed, please give me a call.

Regards,



Dolores Wagner

THE TALKING PHONE BOOK

June 17, 1996

Mr. Allan Peters, Group Product Manager
GTE Telephone Operations
HQE02B62
P O 152092
Irving, Texas 75015-2092

Dear Allan:

As we agreed in our telephone conversation on Friday, June 14th, I am providing the information that you requested regarding our needs for Erie, Pa. listings.

We have, since 1987, purchased all business (including government) and residential listings for a specific group of NNX's in Erie, Pa. We have, since the very beginning, requested and been refused periodic updates.

Since the Telecommunications Act of 1996 was signed into law last February, we have anticipated that the updates would be forthcoming. Inasmuch as you are still not prepared to provide updates, which we believe violates the new law, we are forced to order a second full file dump in July 1996, as well as our regular request for September.

As I explained to you, the need for the July "dump" does not involve any of the residential listings. We, therefore, made a request for an extract of business listings only in July and have been refused both by the GTE National Directory Center in Virginia and by yourself. We also believe that your refusal to make business listings only available violates the new law.

Although we are certainly capable of extracting the business listings from the residential listings on a complete full file, we are forced to spend in excess of \$27,000. for listings that we have no use for. We therefore request that you furnish the July listings at the price which reflects a charge for the business listings only.

We would appreciate your decision on this matter by June 26, 1996. If I can provide you with any additional information please call me at (716) 875-9100 ext 177.

Sincerely,

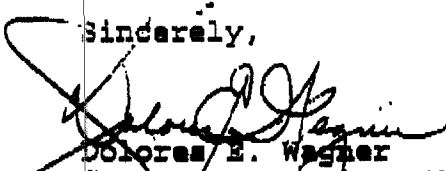

Dolores E. Wagner
Corporate Services Manager

EXHIBIT 6



LISTING MANAGEMENT CENTER
2036 West 17th • P.O. Box 8822 • Erie, PA 16505-0522
(814) 838-8200

May 29, 1996

Mr. J. H. Sanders
Main Street Directories
425 N Lumpkin St., Suite 202
Athens, GA 30601

Dear Mr. Sanders:

Enclosed are two copies of our license agreement for your use of our Braselton, Commerce, Horner, Jefferson, Maysville, Nicholson, Pendergrass and Winder, GA listings for use in your Banks-Jackson-Barrow Tri-County Directory, GA directory.

We are requesting that we receive a signed license agreement before the product is ordered. In order to meet your requested delivery date of June 14, 1996 we must receive the signed license agreement by June 6, 1996 or ASAP.

Please sign both copies. Retain one copy for your files and return one signed original to me.

As a reminder, please mail two (2) advance copies of this directory to me for our file not less than seven (7) days before public distribution.

Sincerely,

Sherri Gildenston
Production Specialist - Sale Of Listings

7/2/96

SG/sg

enclosure

c: Jake Spearman (w/o enclosure)



LICENSE AGREEMENT

MAIN STREET DIRECTORIES

LICENSE AGREEMENT

THIS AGREEMENT, made as of May 29, 1996 by
and between ALLTEL Publishing Corporation, an Ohio corporation (the "Publishing
Company"), and Main Street Directories
located at 425 N. Lumpkin St., Suite 202, Athens, Georgia 30601
(the "Licensee") is as follows:

WHEREAS, the Publishing Company compiles certain alphabetical telephone
directory listings containing the names, addresses and telephone numbers of customers of
telephone companies for which the Publishing Company publishes telephone directories
(The "Alpha Listings"), and

WHEREAS, Licensee desires to publish certain Alpha Listings in a telephone
directory to be published by Licensee in August
1996 for the geographical areas containing the localities of
Banks-Jackson-Barrow Tri County Directory, Georgia (Licensee's Directory"); and

WHEREAS, the Publishing Company is willing to grant Licensee a non-exclusive
limited license to publish its Alpha Listings, and to provide the Alpha Listings to Licensee
in accordance with the terms and conditions hereof; and

WHEREAS, it is in the interest of both the Publishing Company and Licensee to maintain their separate identities and avoid confusion by members of the general public as between the Publishing Company, Licensee, and the telephone companies for which the Publishing Company publishes directories;

NOW, THEREFORE, in consideration of the premises and of the mutual promises and undertakings herein set forth, and other good and valuable considerations, the parties hereto agree as follows.

1. Grant of License - The Publishing Company grants to Licensee a non-exclusive license to publish the Alpha Listings identified on Exhibit A hereto, subject to all of the terms and conditions hereof. All such Alpha Listings shall at all times remain the property of the Publishing Company.

2. License Fee/Other Expenses - In consideration of the license granted hereby, Licensee shall pay fees in accordance with Exhibit A hereto. Licensee shall pay all freight charges for delivery of Alpha Listings, as well as any and all state, local and/or federal taxes arising from the license hereby granted, excepting those levied on the income of the Publishing Company.

3. Provision of Alpha Listings - The Alpha Listings licensed hereunder shall be provided to Licensee on or before the delivery date specified on exhibit A, or such other time as the Publishing Company and

Licensee shall hereafter agree in writing. Such Alpha Listings shall be provided in the format designated on Exhibit A hereto. The license hereby created does not extend to, and Licensee shall not republish, any logos, marks, display advertisements or other material not constituting Alpha Listings that may be provided.

4. Term of License - The license hereby granted shall entitle the Licensee to publish each Alpha Listing only one time in one edition of Licensee's Directory. In order to protect the currency of the Publishing Company's Alpha Listings, it is agreed that this Agreement shall not be automatically renewed. In the event that Licensee's Directory is not published within sixty (60) days of the date specified in the recitals hereto: (a) Licensee shall immediately return all Alpha Listings provided by the Publishing Company and/or copied by Licensee; (b) the Publishing Company shall credit Licensee with the Service Fee paid hereunder, but shall retain the Administrative Fee, the Media Fee and any shipping fees paid hereunder; (c) and the license hereby granted shall terminate.

5. Assignment - The rights and liabilities of Licensee hereunder shall not be assigned or sublicensed without the express written consent of the Publishing Company. It is acknowledged that any breach of this provision shall constitute a material breach of this Agreement.

6. Protection of the Publishing Company's Rights - Licensee shall not at any time do or cause to be done any act which will in any way impair the Publishing Company's interest in the information licensed hereunder. In all copies of Licensee's Directory the reproduction of the Alpha Listings licensed hereunder shall conform to the listings provided.

Licensee shall cooperate with the Publishing Company in the protection of the Publishing Company's interest in the Alpha Listings licensed hereunder, at the Publishing Company's expense. Licensee will promptly notify the Publishing Company of any infringement of the Publishing Company's interest in the Alpha Listings licensed hereunder. It is acknowledged that any breach of this provision shall constitute a material breach of this Agreement. Nothing contained in this agreement shall restrict, impair or in any way diminish the proprietary interest of the Publishing company in the Alpha Listings supplied to Licensee. Neither the license granted to Licensee herein, nor the publication by Licensee of the Alpha listings licensed hereunder, shall in any way restrict the right of Publishing Company to copyright any directory which it publishes..

7. Advance Copies - Licensee shall provide the Publishing Company with two (2) copies of Licensee's Directory not less than Seven (7) days before public distribution thereof.

8. Warranty of the Publishing Company/Disclaimers - The Publishing Company warrants that the Alpha Listings licensed hereunder shall be the regularly compiled listings for the exchanges identified on Exhibit A hereto. THE PUBLISHING COMPANY DOES NOT WARRANT THE ACCURACY OF THE ALPHA LISTINGS LICENSED HEREUNDER, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE, CONCERNING SUCH ALPHA LISTINGS OR THE ACCURACY OF THE INFORMATION CONTAINED IN SUCH ALPHA LISTINGS, AND THE PUBLISHING COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INCIDENTAL OR CONSEQUENTIAL, ARISING FROM ANY INACCURACY CONTAINED IN SUCH ALPHA LISTINGS.

9. Indemnity - Licensee shall indemnify and hold harmless the Publishing Company from any and all suits, demands, causes of action, damages and claims of any kind arising from (a) the publication of the Alpha Listings licensed hereunder by Licensee or (b) the negligence of Licensee, its agents, contractors or subcontractors in the publication of such Alpha Listings, or (c) the use or misuse of information copyrighted by anyone other than the Publishing Company which is contained in Licensee's Directory.

10. ~~Miscellaneous~~ - This Agreement may be executed in counterparts, each of which shall, if duly executed by all parties hereto, constitute this Agreement. This Agreement is the entire agreement of the parties and there are no other prior or contemporaneous agreements, written or oral, concerning the subject matter hereof. Failure of either party hereto to insist upon strict performance of any of the terms and conditions hereof shall not constitute a waiver or relinquishment in any respect of the right to rely upon any such terms or conditions on any future occasion. This Agreement may not be modified other than by express written modification executed by both parties hereto. This Agreement shall in all respects be governed by the laws of the state of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

"Publishing Company"
ALLTEL Publishing Corporation

By Connie Flanagan

"Licensee"
Main Street Directories

By _____

EXHIBIT A - Revised 8/17/94

EXCHANGES: (706) Braselton (654), Commerce (335,336), Homer (677),
Jefferson (367), Mayville (652), Nicholson (757), Pendergrass (693) and
(770) Winder (307, *601, 867, 868), Georgia * 601 is a cellular prefix

LICENSE FEES

Administrative Fee	\$	500.00
Service Fee \$.98 per listing		
Estimated Number of Listings 29,888		29,290.24
Media Fee		<u>280.00</u>
TOTAL	\$	30,070.24

Plus Shipping and Handling

FORMAT

Magnetic Tape (1600 BPI)

DELIVERY DATE

June 14, 1996

BILLING

The above license fees are based on an estimated number of Alpha Listings. Actual billing for the Alpha Listings provided will be issued by the Publishing Company at the time of delivery. The total amount of the billing will be payable upon receipt by the Licensee. The payment due date will be thirty (30) days after receipt by the Licensee.

EXHIBIT 7

DIRECTORY LISTING LICENSE AGREEMENT

THIS AGREEMENT, made and entered this ____ day of May 1996 by and between Molalla Telephone Company, an Oregon cooperative corporation ("Telephone Company") and Pennco Publishing ("Publisher").

RECITALS

WHEREAS, Publisher plans to prepare and publish a telephone listing directory in the Molalla, Oregon area ("Publisher's Directory").

WHEREAS, Publisher desires to obtain copies of Telephone Company's non-confidential subscriber listings, (the "Records") affecting the Molalla prefix of 829 for use in publishing white pages alphabetical listings as part of Publisher's Directory; and

WHEREAS, Telephone Company is willing to furnish the Records for the above limited purposes only;

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. The Recitals above are hereby incorporated as part of this Agreement.
2. Telephone Company grants to Publisher a non-exclusive license to use the Records provided of listings of subscribers to telephone service in the above named exchange serviced by Molalla Telephone Company, to publish a directory known as the 1996 _____ Directory (the "Directory"). Publisher may use these listings only in the 1996 publication of this directory, and for no other purpose. Publisher must obtain another directory listing license agreement with Telephone Company for any directory other than the Directory. Any future listing license agreements may require Publisher to purchase the entire Records in order to obtain any new non-confidential subscriber listings desired.
3. In publishing the Directory, Publisher will not identify a particular listing as being a new or changed listing, in any manner, including but not limited to a distinctive mark or classification.
4. The Records will not contain subscriber information of a non-published or non-listed telephone service, nor of special listings purchased by a subscriber in one exchange to appear in the directory for another exchange. Publisher may not publish such information or listing if Publisher knows or has reason to know that a subscriber does not wish to have the information published. Publisher shall remove from its compilations and shall not publish any such information or listing

Directory Listing License Agreement
Page 2

if it has been advised or has reason to know that such information is not to be published.

5. Telephone Company makes no warranty, express or implied, regarding the Records. Publisher agrees to release, hold harmless and indemnify Telephone Company from any liability, damages, loss, cost and expense (including attorney fees) of whatsoever kind and nature arising from the furnishing of the Records by Telephone Company.
6. Publisher will pay to Telephone Company two hundred and no/100ths dollars (\$200.00) per directory shown in Paragraph 1 and seventy five cents (75¢) per listing provided, plus Telephone Company's reasonably estimated cost of programming, computer runs, tapes, paper, shipping, and any city, state or federal tax which may now or hereafter be applied to any other costs incurred in providing required records. Telephone Company will submit its statement for the Records delivered including delivery costs, and said statement shall be due and payable within fifteen (15) days after the date of mailing the statement.
7. Performance by Telephone Company shall be excused in the event of strike, interruption of mail or common carrier service, fire, riot, act of God, or any other cause beyond the reasonable control of Telephone Company.
8. Publisher shall, at its expense, furnish Telephone Company a copy of the Directory published containing the exchange covered hereby within ten (10) days after publication. The mailing address is Molalla Telephone Company, P.O. Box 360, Molalla, Oregon 97038.
9. The Records shall remain the property of Telephone Company. The license granted herein shall be non-assignable and Publisher shall have no right to assign, sublicense or permit any other publisher or person to use the Records, or any information extracted therefrom, for any purpose whatever, without the express written consent of Telephone Company, which consent Telephone Company may grant or withhold in its sole discretion; provided, however, Publisher is authorized by this license to make a general distribution of the Directory.
10. Publisher shall use the Records solely in the compilation, production and publication of the Directory. Publisher shall not permit anyone but its duly authorized employees to inspect or use the Records furnished by Telephone Company and shall not allow such records out of its possession at anytime. Publisher shall treat the Records confidentially, and take all reasonable steps to maintain their confidentiality. Publisher shall indemnify and hold harmless Telephone Company from any liability damages loss, cost and expense (including attorney fees at trial and on appeal) of whatsoever kind and nature arising from

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the failure to maintain the confidentiality of the Records. Any unauthorized use of the Records or information contained therein by Publisher's principals, employees, agents, or others, whether affiliated with Publisher or not, shall be deemed a material breach of this Agreement.

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11. Upon request by Telephone Company, Publisher shall advise Telephone Company of the names of persons with access to the Records, and shall permit Telephone Company to inspect, at any reasonable time during normal working hours, Publisher's premises or anywhere else the Records are kept, and observe the manner in which the Records of information therein are stored, processed and used. No such inspection shall release Publisher from any responsibility or duty required by or imposed under this contract.
12. Publisher will neither represent in any way to any other person nor make any advertising claim that the Directory is sponsored or approved by Telephone Company or that Telephone Company is in any way associated with Publisher or that Telephone Company has any responsibility for or connection with the compilation, production, publication or distribution of the Directory.
13. Publisher shall indemnify, and hold harmless Telephone Company from and against any and all loss, liability, damages and expense of whatsoever kind and nature (including reasonable attorney fees at trial and on appeal) arising out of this Agreement.
14. Publisher shall copyright Publisher's directory and shall not permit any other publisher or person or firm to publish, copy, reprint or make any other use of the Records, unless such use is agreed to in advance in writing by Telephone Company. Publisher shall also cause a notice of copyright to be printed or permanently applied by ink stamp on the title pages of the Directory. The Notice of Copyright shall be substantially as follows:

• Pennco Publishing 1996

15. Nothing in this Agreement shall limit Telephone Company in any way as to the form, content or scope of its publication of telephone number service directories or listings published or not to be published in the future, or other use of the Records, or the licensing of other persons to publish such directories.
16. The Agreement shall be governed by, and interpreted according to, the laws of the State of Oregon (excluding principles of conflicts of law).

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17. Nothing in this Agreement nor elsewhere shall give Publisher any exclusive rights to the Records or directory listing information for the exchange or exchanges designated in this Agreement and Telephone Company shall be free at any time to grant such rights on similar terms and conditions as Telephone Company, in its sole discretion (within the limits of federal law), may determine.
18. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation for or in prosecution or defense of such suit or action as fixed by the trial court, and if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.
19. This Agreement may be amended only by an instrument in writing executed by all the parties.
20. This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.
21. A provision of this Agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

"Telephone Company"

"Publisher"

MOLALLA TELEPHONE COMPANY

PENNCO PUBLISHING

By: 
Richard R. Denton
General Manager

By: _____
Title: _____